COPY

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

Landlord

to

MRS. JENNY WARREN

Tenant

L E A S E

Dated Nov. 23, 1949

N A T I V E ' S L E A S E

THIS INDENTURE, made the 23rd day of November 1949, between the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a New York corporation, duly authorized to conduct and carry on its work in the Territory of Alaska, Landlord, and MRS. JENNY WARREN, of the Town of Haines, Territory of Alaska, Tenant, WITNESSETH:

The Landlord, in consideration of One ($1.00) Dollar, receipt of which is hereby acknowledged, and more particularly in consideration of the covenants hereinafter reserved and contained, has granted, demised and farm-let, and by these presents does grant, demise and farm-let unto the said Tenant the following described property:

> ALL that plot or parcel of land, situate, lying and being in the Town of Haines, Territory of Alaska, known as Lots Nos. 3 and 4 in Block 4, as shown on map entitled "Map showing location of Improvements in U. S. Survey No. 735, Presbyterian Mission Reserve" by W. Muncaster, dated March, 1948, being lots of land fronting 75' feet on the southerly side of Main Street and being 140' feet in depth. Less the northerly 10.95 feet thereof, previously conveyed to the Town of Haines, a municipal corporation, by deed from Landlord dated Nov. 7, 1949.

TO HAVE AND TO HOLD said lots, pieces or parcels of land unto the said Tenant from the first day of January, 1950 to and including the thirty-first day of December, 1951, and in consideration whereof the Tenant does hereby COVENANT AND AGREE to and with the said Landlord, as follows:

(1) That she the said Tenant, at her sole cost and expense, shall and will during the period of this lease keep in good repair and maintain or cause to be maintained or repaired on the said premises hereby leased, the house or houses, building and/or structures now or hereafter erected on said premises, and any additions thereto;

(2) That the Tenant shall and will keep the entire premises clean and in a sanitary condition, subject to inspection at least once each month or oftener by an authorized agent of the Landlord, the frequency of such inspection to be within the discretion of said agent;

(3) That the Tenant will not erect or construct any additions to the buildings or structures now upon said premises, nor will she erect or construct any additional buildings or structures, without prior written consent of the Landlord;

(4) That the Tenant shall and will, at her own proper costs and charges, bear, pay and discharge all water rents, road taxes

and all street or sidewalk and such duties, taxes, assessments and payments that shall during the term hereby granted be imposed or grow due or payable out of or for said demised premises by virtue of any present or future law of the United States of America, the Territory of Alaska, the Commissioner's Precinct, the Town of Haines or otherwise;

(5) The Tenant shall not, nor will she at any time hereafter during the term hereby granted, lease, let or demise either all or any part of said premises, nor assign, transfer, nor make over the same, nor any of her term, time or right therein, to any person or persons whomsoever, nor take into any house now standing upon said premises, or to be hereafter erected thereon, any person, or at all, nor upon said premises during said term, nor permit or allow to be taken into such house or upon said premises, a family other than her own immediate household, without the written consent of the Landlord given by or through its agent, the Missionary in charge of said Haines Mission, or other authorized representative of said Board for that purpose first had and obtained; anything herein contained to the contrary notwithstanding; and

(6) The Tenant shall not nor will she at any time during the term hereof permit nor allow any gambling devices to be placed upon said premises hereby leased, or permit or allow gambling of any kind or character to be carried on thereon or therein, nor will she permit or allow intoxicating liquor or beverages of any kind to be taken upon or into said premises or to be used or to be sold, given away or disposed of, consumed with or without price thereon; nor will she permit or allow the said property or any part thereof to be used for any immoral purposes or for any purpose calculated to bring discredit upon or injury to the work of said Landlord, nor to impair the value of the surrounding property.

AND IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that the Tenant will surrender and deliver up to the Landlord the possession of said premises without fraud or delay at the termination of this lease, either by expiration of the period hereof or because of a breach of any of the covenants and agreements herein contained, except that the Tenant shall have the right, for thirty days after such termination, to enter upon said premises for the sole purpose of removing, within said thirty days and at her own proper cost and expense, all houses, buildings or structures from the premises hereby leased, and if the same shall not be removed within the said thirty days, the same, together with all articles of personal property contained therein or on the premises shall revert to, and become and be the property of, the Landlord as liquidated damages for breach of this lease.

IN WITNESS WHEREOF the said parties have hereunto set their hands

and seals the day and year in this instrument first above written.

Signed, sealed and delivered
in the presence of

A.W.McMurray

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

By D. Allan Locke
Treasurer
Landlord

Rev. Kenneth F. Fox

Mrs.Jenny Warren
Tenant

Department of
REC'D
NOV 25
Educational and Medical Work

MEMORANDUM

To Miss Goddard
From John M. Steinmuller
Re Haines, Alaska

November 23, 1949

In accordance with instructions received from Mr. Tribus upon his return from a visit to Haines, Alaska, I have prepared leases between the Board and the following:

Eli Phillips - lots 1 and 2, Block 4, expiring Dec. 31, 1951
Mrs. Jenny Warren - lots 3 and 4, Block 4, expiring Dec. 31, 1951

You will note that the rent has been set forth as $1.00, or a nominal consideration. If you find these leases in order, will you kindly arrange to have the respective tenants sign the originals, together with the witness, and then have the original instruments returned to this office. We are providing an executed copy of each lease for each tenant and an additional copy for Miss Miller.

John M. Steinmuller

JMS/awm

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

November 25, 1949

Miss Katharine E. Gladfelter
156 Fifth Avenue
New York 10, N. Y.

My dear Miss Gladfelter:

Mrs. Warren was here today wanting to pay for her lease for the coming year, or for however long it is to be renewed, but I said I felt that I should wait until Mr. Tribus sent the lease and it was interpreted to her. I wonder if you would mind reminding him that we are still waiting for it and for the one for Eli Phillips which he promised to send.

Mrs. Warren is eager to have hers since she is leaving for Sitka about the 5th of December to be gone for sometime, and her daughter and children are coming to Haines to live in the house and she wants to be sure that they have the security of the lease.

Thank you very much for this help.

Very sincerely yours,

Isabel Miller

Isabel Miller

CC for Mr. Tribus enclosed.

Copy

November 25, 1949

Miss Katharine E. Gladfelter
156 Fifth Avenue
New York 10, N. Y.

My dear Miss Gladfelter:

Mrs. Warren was here today wanting to pay for her lease for the coming year, or for however long it is to be renewed, but I said I felt that I should wait until Mr. Tribus sent the lease and it was interpreted to her. I wonder if you would mind reminding him that we are still waiting for it and for the one for Eli Phillips which he promised to send.

Mrs. Warren is eager to have hers since she is leaving for Sitka about the 5th of December to be gone for sometime, and her daughter and children are coming to Maines to live in the house and she wants to be sure that they have the security of the lease.

Thank you very much for this help.

Very sincerely yours,

Isabel Miller

CC for Mr. Tribus enclosed.

November 30, 1949

AIR MAIL

My dear Miss Miller:

Mr. Steinmuller has just sent us the enclosed leases for Eli Phillips and Mrs. Jenny Warren with the following memo:

"In accordance with instructions received from Mr. Tribus upon his return from a visit to Haines, Alaska, I have prepared leases between the Board and the following:

Eli Phillips - lots 1 and 2, Block 4, expiring December 31, 1951
Mrs. Jenny Warren - lots 3 and 4, Block 4, exiring December 31, 1951

"You will note that the rent has been set forth as $1.00, or a nominal consideration. If you find these leases in order, will you kindly arrange to have the respective tenants sign the originals, together with the witness, and then have the original instruments returned to this office. We are providing an executed copy of each lease for each tenant and an additional copy for Miss Miller."

You will notice that both copies of the leases are to be signed by the tenants in the presence of a witness and that the originals are then to be returned to us.

We are reminding Mr. Tribus that Mr. Hotch asked for a copy of his lease which was lost in the boat fire.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

keg/mi
Encs. 4

Mr. John M. Steinmuller
Katharine E. Gladfelter

November 30, 1949

Miss Goddard has turned over to me your memo of November 23rd relative to the leases which Eli Phillips and Mrs. Jenny Warren hold for part of the Haines House property.

The terms seem to be correct so we are forwarding these at once to Miss Miller.

I am wondering whether Mr. Tribus asked you to prepare a copy of the lease for Mr. Mitch, the third person who is using part of our property. His own copy was destroyed in a boat fire and he would like to have another.

When you prepare this it would be helpful if you could let us have two copies so that we can send one to Miss Miller in order to be sure that there is one in the files of the Home.

Katharine E. Gladfelter

keg/mi

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

December 7, 1949

Miss Katharine E. Gladfelter
156 Fifth Avenue
New York 10, N. Y.

My dear Miss Gladfelter:

The leases came just on time. They arrived yesterday and I am sending Mrs. Warren's up to her for Mr. Wannamaker to interpret and for her to sign before she leaves for Sitka on the Princeton-Hall tomorrow.

I have read both leases and the letter with notes from Mr. Steinmiller which you sent. I note that a copy was to be sent for our files here. That I am very eager to have, but it was not enclosed. As far as I can see there were only the four copies, two each for them, that is, one to be returned to you and the other kept by them. I do not care to have a copy of anyone's particular lease necessarily, but only that we have a copy which shows the terms common to all of them which govern the carrying out of their agreement.

Very sincerely yours,

Isabel Miller

Department of
REC'D
DEC 12 1949
Educational and Medical Work

December 14, 1949

My dear Miss Miller:

Miss Gladfelter has handed me your letter of December 7 in regard to the leases for the native settlement. We have checked with the Property Department and they have informed us that as soon as we receive the signed copy which was sent to you, they will provide you with a copy for your files. They would rather wait until the signed copy is back because then they can fill in the name of the tenant and indicate that the lease has actually be signed.

Very sincerely yours,

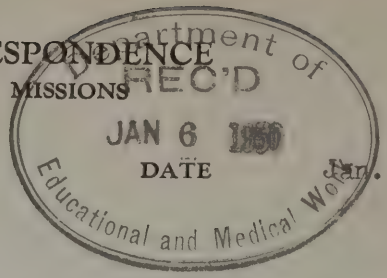
Florence M. Goddard
Assistant, Department of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

FMG:lhc

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS



TO Miss Gladfelter
FROM J. M. Steinmuller
RE: Haines, Alaska
Native Leases

DATE Jan. 5, 1950

In accordance with memo of November 30, 1949, we have prepared 3 conformed copies of lease between the Board and David Hotch, of Haines, Alaska, and transmit said 3 copies herewith in order that you may retain a copy in your own files and forward a copy to Mr. Hotch and another to Miss Miller.

You will recall that on November 23, 1949 I forwarded you the original leases for execution by Eli Phillips and Mrs. Jenny Warren, respectively, which leases you advised us by memo dated November 30, 1949 had been forwarded to Miss Miller for necessary execution by the lessees. We should appreciate it if the original executed leases be returned to this office as soon as possible. We will then conform our file copy for use in your files.

JMS/awm

J. M. Steinmuller

Mr. Tribus
Florence M. Goddard

January 10, 1950

Haines House, Haines, Alaska

paid 15

With this I am sending you the copy of the lease for the Haines House lot which has been signed by Mrs. Jenny Warren. We would appreciate it if you would provide us with two conformed copies of this lease so that we can send one to Miss Miller to keep in the Haines House files and keep one for our files.

Florence M. Goddard
Assistant, Department of
Educational and Medical Work

FMG:lhc
Attached.

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

JAN 11 1950
Educational and Medical Work

TO Miss Goddard
FROM L. H. Tribus
RE: Haines, Alaska
Native leases

DATE Jan. 11, 1950

We acknowledge receipt of original lease executed by Mrs. Jennie Warren, which we have placed in our files.

In accordance with your request we are sending herewith two conformed copies, one for your files and one for Miss Miller.

We are awaiting the original lease executed by Mr. Eli Phillips.

awm

In absence of/or for
L. H. Tribus
by A. H. McMurray
re Treasury and/or Bldg. Aid

January 12, 1950

My dear Miss Miller:

A short while ago we received from you the copy of the lease which Mrs. Warren had signed and we have been waiting for the copy of Mr. Phillips' lease. This has not reached us as yet so we are now sending the conformed copy of Mrs. Warrens lease for the Haines House files and at the same time we are sending you two copies of David Hotch's lease, one of these to be turned over to him to replace the one which was destroyed by fire and the other to be placed in the Haines House files. We hope that you will be able to supply us with Mr. Phillips signed copy so that we can complete this matter. When this is received we shall send you a conformed copy of his lease for your file.

Very sincerely yours,

Florence M. Goddard
Assistant, Department of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

FMG:lhc
Enc.

Mr. Tribus

Florence M. Goddard January 12, 1950

Thank you for the two copies of Mrs. Jenny Warren's lease at Haines, Alaska. We are forwarding one copy to Miss Miller and placing the other in our files. We have written again for the signed copy of Mr. Phillips' lease and will let you have it just as soon as it comes in.

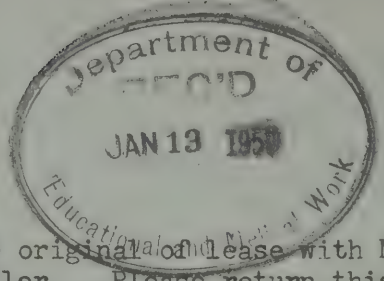
Florence M. Goddard
Assistant, Department of
Educational and Medical Work

FMG:lhc

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Miss Goddard
FROM L. H. Tribus
RE: Haines, Alaska
Native leases



DATE Jan. 13, 1950

The attached duplicate original lease with Mrs. Jennie Warren was just received from Miss Miller. Please return this to Miss Miller as it is Mrs. Warren's copy. Thanks.

awm

L. H. Tribus

January 17, 1950

My dear Miss Miller:

Mr. Tribus' office reported to us that they had received from you the enclosed copy of Mrs. Warren's lease. Since this is the duplicate original, we intended Mrs. Warren to keep it and we do not quite understand why it was returned. We already have the original* of this lease in the files and are, therefore, returning this to you to be turned over to Mrs. Warren.

Very sincerely yours,

Florence M. Goddard
Assistant, Department of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

FMG:lhc

* signed copy

Haines House

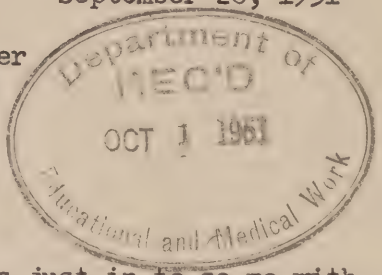
Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Executive

September 26, 1951



Miss Katharine E. Gladfelter
Board of National Missions
156 Fifth Ave.
New York 10, N.Y.

My dear Miss Gladfelter:

Mrs. Jennie Warren was just in to se me with reference to the renewal of her lease which expires next December 31. She was quite anxious to renew the lease for a period of 5 years, since she is getting old, and did not think that she would be able to work next year and earn the money. I told her that I did not think that the Board would write a lease for a longer period than the 2 years in the last lease, so she seemed satisfied. I also went over some of the provisions in it with her.

She is active in the Klukwan church in the missionary society, and is treasurer of the church, and from all I have been able to learn, we should renew the lease. I am inclosing the dollar she left.

Rec.

Very sincerely yours,

D A Schwab

Mr. Tribus - Property Department
Miss Goddard - Dept. of Ed. & Med. Work
Haines House, Haines, Alaska

October 3, 1951

Jaw

We have just received word from Mr. Schwab that Mrs. Jennie Warren, whose lease on lots 3 and 4 of block 4 of the native settlement expires December 31, would like to renew this lease for another period. Mr. Schwab has recommended a renewal of the lease for two years and as Miss Gladfelter approves of this, we would appreciate it if you would draw up a new lease for her to sign.

Florence M. Goddard

FMG/as

October 3, 1951

My dear Mr. Schwab:

Miss Gladfelter has asked me to reply to your letter of September 26 in regard to the renewal of Mrs. Jennie Warren's lease, which expires December 31. Miss Gladfelter approves of your recommendation that this be renewed for another period of two years, and we are, therefore, asking Mr. Tribus to draw up a new lease. This will be sent to you as soon as it is ready.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. D. A. Schwab
Haines House
Haines, Alaska

FMG/as

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Dept. of Educational & Medical Work-Miss Goddard
FROM: Mr. L.H.Tribus
DATE November 5, 1951
RE: Haines, Alaska

Attached please find native lease for the period of time commencing January 1, 1952 and ending December 31, 1953 between the Board and Mrs. Jenny Warren for property which she occupies at Haines, Alaska. Please have her execute all three copies, retaining one copy for her file, and returning the other two copies to this office - one copy for your office and the other for our files.

Lucien H. Tribus
Legal Counsel

LHT:D
Attach.

November 7, 1951

My dear Mr. Schwab:

With this, we are sending you three copies of the lease covering the property used by Mrs. Jennie Warren. This seems like quite a formidable document but is the same as the one that she signed previously and we hope that you can explain to her any of the terms which she may not understand. Please ask her to sign all three copies of this lease and keep one copy for herself. You may retain the second copy for the station file and return the third copy to this office.

We are crediting the rental of $1.00 which you sent with your earlier letter to the Rents and Sales account and you may make note of the fact that payment has been made.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. Leslie Schwab
Haines House
Haines, Alaska

FMG/as
Enc. (3)

Dept. of Ed. & Med. Work

145

November 7, 1951

1.00

Donald A. Schwab

Haines House,
Haines, Alaska

Rents and Sales

Renewal of Native lease expiring Dec. 31, 1951.
Mrs. Jennie Warren.

FWG/as

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Executive

February 25, 1952

Miss Katharine E. Gladfelter
156 Fifth Avenue
New York 10, New York

My dear Miss Gladfelter:

I am herewith returning the lease of Mrs. Jennie Warren. Since she has been out of town, we have been unable to complete this sooner.

Very sincerely yours,

D. A. Schwab K.

Donald A. Schwab

DAS:mk

Department of
FEB 29 1952
Educational and Medical Work

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Mr. Tribus

FROM Florence M. Goddard

DATE March 6, 1952

RE: Native's Lease, Haines, Alaska

With this we are sending the original lease for Lots 3 and 4 in Block 4 of the Native Village in Haines, Alaska, which has now been signed by Mrs. Jennie Warren, tenant.

This is for your file.

Florence M. Goddard,
Assistant in the Department of
Educational and Medical Work

FMG:mca.
Encl.

March 6, 1952

My dear Mr. Schwab,

In Miss Gladfelter's absence I am acknowledging your letter of February 25th enclosing the lease for the lots in the Native Village, which Mrs. Jennie Warren has now signed.

We are glad that this matter is completed and are turning this lease over to the Property Department for filing

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

FMG:mca.
~~Encl~~.

Rev. Donald A. Schwab, Director
Haines House
Haines, Alaska

6/12/53

Miss Goddard:

Re: Lease - Mrs. Jenny Warren
Haines, Alaska

Expires Dec. 31, 1953

This contains no renewal clause but reads something as follows:

Tenant will surrender to Landlord premises at termination of lease, either by expiration or breach of any of the covenants, etc. contained therein, except that tenant shall have the right for 30 days after such termination to enter upon said premises for purpose of removing within the 30 days at her expense all houses, bldgs., etc. ... and if not removed, the personal property, etc. will revert to Bd.

LBDoremus

July 29, 1953

My dear Mr. Schwab:

We have checked on the terms for Mrs. Warren's lease and find that it expires December 31, 1953.

According to our understanding, you will talk with Mrs. Warren in the fall and find out whether, in view of the fact that she does not get on well with her next-door neighbor, she would wish to surrender this lease or to secure one on another piece of Board property farther out Main Street and move her house there.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

KEG:MMB

CC Mr. Armstrong

Mr. D. A. Schwab
Haines House
Haines, Alaska

Ex. 9 Rec'd

NATIVE'S LEASE

THIS INDENTURE, made the 22 day of August, 1955, between the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a New York corporation, duly authorized to conduct and carry on its work in the Territory of Alaska, Landlord, and MRS. JENNIE WARREN, of the Town of Haines, Territory of Alaska, Tenant, WITNESSETH:

The Landlord, in consideration of One ($1.00) Dollar, receipt of which is hereby acknowledged, and more particularly in consideration of the covenants hereinafter reserved and contained, has granted, demised and farm-let, and by these presents does grant, demise and farm-let unto the said Tenant the following described property:

> ALL that plot or parcel of land, situate, lying and being in the Town of Haines, Territory of Alaska, known as Lots Nos. 3 and 4 in Block 4, as shown on map entitled "Map showing location of Improvements in U.S.Survey No.735, Presbyterian Mission Reserve" by W. Muncaster, dated March, 1948, being lots of land fronting 75 feet on the southerly side of Main Street and being 140 feet in depth. Less the northerly 10.95 feet thereof, previously conveyed to the Town of Haines, a municipal corporation, by deed from Landlord dated Nov. 7, 1949.

TO HAVE AND TO HOLD said lots, pieces or parcels of land unto the said Tenant from the first day of Jan., 1955, to and including the thirty-first day of Dec., 1955, and in consideration whereof the Tenant does hereby COVENANT AND AGREE to and with the said Landlord, as follows:

(1) That she, the said Tenant, at her sole cost and expense shall and will during the period of this lease keep in good repair and maintain or cause to be maintained or repaired on the said premises hereby leased, the house or houses, building and/or structures now or hereafter erected on said premises and any additions thereto;

(2) That the Tenant shall and will keep the entire premises clean and in a sanitary condition, subject to inspection at least once each month or oftener by an authorized agent of the Landlord, the frequency of such inspection to be within the discretion of said agent;

(3) That the Tenant will not erect or construct any additions to the buildings or structures now upon said premises, nor will she erect or construct any additional buildings or structures, without prior written consent of the Landlord;

(4) That the Tenant shall and will, at her own proper costs and charges, bear, pay and discharge all water rents, road taxes and all street or sidewalk and such duties, taxes, assessments and payments that shall during the term hereby granted be imposed or grow due or payable out of or for said demised premises by virtue of any present or future law of the United

States of America, the Territory of Alaska, the Commissioner's Precinct, the Town of Haines, or otherwise;

(5) The Tenant shall not, nor will she at any time hereafter during the term hereby granted, lease, let or demise either all or any part of said premises, nor assign, transfer, nor make over the same, nor any of her term, time or right therein, to any person or persons whomsoever, nor take into any house now standing upon said premises, or to be hereafter erected thereon, any person, or at all, nor upon said premises during said term, nor permit or allow to be taken into such house or upon said premises, a family other than her own immediate household, without the written consent of the Landlord given by or through its agent, the Missionary in charge of said Haines Mission, or other authorized representative of said Board for that purpose first had and obtained; anything herein contained to the contrary notwithstanding; and

(6) The Tenant shall not nor will she at any time during the term hereof permit or allow any gambling devices to be placed upon said premises hereby leased, or permit or allow gambling of any kind or character to be carried on thereon or therein, nor will she permit or allow intoxicating liquor or beverages of any kind to be taken upon or into said premises or to be used or to be sold, given away or disposed of, consumed with or without price thereon; nor will she permit or allow the said property or any part thereof to be used for any immoral purposes or for any purpose calculated to bring discredit upon or injury to the work of said Landlord, nor to impair the value of the surrounding property.

AND IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that the Tenant will surrender and deliver up to the Landlord the possession of said premises without fraud or delay at the termination of this lease, either by expiration of the period hereof or because of a breach of any of the covenants and agreements herein contained, except that the Tenant shall have the right, for thirty days after such termination to enter upon said premises for the sole purpose of removing, within said thirty days and at her own proper cost and expense, all houses, buildings or structures from the premises hereby leased, and if the same shall not be removed within the said thirty days, the same, together with all articles of personal property contained therein or on the premises, shall revert to and become and be the property of the Landlord as liquidated damages for breach of this lease.

IN WITNESS WHEREOF the said parties have hereunto set their hands.

This lease shall become null and void in the event of the total or partial destruction of the premises by fire, there being no responsibility on the part of the Landlord to repair or rebuild.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year in this instrument first above written.

Signed, sealed and delivered
in the presence of

Leonore B. Loremis

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

By /s/ L. Allan Locke
L. ALLAN LOCKE, PRESIDENT

Landlord

_____

/s/ Mrs. Jennie Warren
(MRS.) JENNIE WARREN

Tenant

February 15, 1956

My dear Mr. Frank:

We were very glad to receive your letter of February 2nd enclosing the lease which Mrs. Jennie Warren had signed. We have also received the $1.00 fee for rental.

Since you had written earlier about the blocked condition of the road we feared that it might be some time before you would be able to secure this. We are glad, however, that she came in to Haines from Klukwan so that you were able to have the papers signed.

We are very much interested to learn that she has two sons studying in the University of Chicago and can well imagine she is very proud of them. We hope that her plan to have the house moved from its present location will be carried out before too long.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. Allan Frank
Haines House
Haines, Alaska

FMG:cmh

Department of Educational and Medical Work

February 15, 1956

1.00

Mrs. Jennie Warren Haines, Alaska

Rental for 1956 - Lots 3 & 4 Block 4, Haines, Alaska

cc: Mr. Tribus

FMG:cmh

Att.

FEB 1956

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

February 2, 1956

Allan H. Frank, Executive

Miss Florence Goddard
Assistant Secretary, Department
Educational and Medical Work
156 Fifth Avenue
New York 10, New York

Dear Miss Goddard:

I am enclosing the signed original copy of the Jennie Warren lease and the one dollar fee.

Mrs. Warren came in from Klukwan yesterday and I had a nice visit with her. She is still planning on her son moving her house but doesn't know when he can do it. She has two sons in the University of Chicago. One is studying medicine and the other engineering. She is very proud of them. Both of them spend their various vacations with relatives of Margaret Johnstone, our girls' supervisor.

Sincerely yours,

Allan H. Frank

Allan H. Frank

Mr. Tribus
Miss Goddard
Haines House, Haines, Alaska
Jennie Warren - Lease

February 15, 1956

Attached is the signed copy of Jennie Warren's lease for Lots 3 and 4 in Block 4, Haines, Alaska. Mr. Frank wrote that Mrs. Warren came in from Klukwan recently so he was able to get the lease signed.

We would appreciate having a conformed copy of the lease for our files.

Florence M. Goddard

FMG:cmh
Att.

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Dept.of Educational & Medical Work-Miss Goddard
FROM Mr. Lucien H. Tribus
RE: Haines House, Haines, Alaska
LEASE - Mrs. Jennie Warren - dated 12/5/55
Term: 1/1/56 to 12/31/56

DATE February 16, 1956

This acknowledges your memorandum of February 15, 1956 together with the above captioned lease signed by Mrs. Jennie Warren and enclosed you will find your conformed copy for your files.

Lucien H. Tribus

Lucien H. Tribus
Legal Counsel

D.
Attach.

L E A S E

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA,
Landlord

- and -

MRS. JENNIE WARREN,
Tenant

Dated: December 6th, 1955

Term: Jan. 1, 1956 to Dec.31,1956

Ed. Inst.

NATIVE'S LEASE

THIS INDENTURE, made the 6th day of December, 1955, between the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a New York corporation, duly authorized to conduct and carry on its work in the Territory of Alaska, Landlord, and MRS. JENNIE WARREN of the Town of Haines, Territory of Alaska, Tenant, WITNESSETH:

The Landlord, in consideration of One ($1.00) Dollar, receipt of which is hereby acknowledged, and more particularly in consideration of the covenants hereinafter reserved and contained, has granted, demised and farm-let, and by these presents does grant, demise and farm-let unto the said Tenant the following described property:

> ALL that plot or parcel of land, situate, lying and being in the Town of Haines, Territory of Alaska, known as Lots Nos. 3 and 4 in Block 4, as shown on map entitled "Map showing location of Improvements in U.S.Survey No.735, Presbyterian Mission Reserve" by W. Muncaster, dated March, 1948, being lots of land fronting 75 feet on the southerly side of Main Street and being 140 feet in depth. Less the northerly 10.95 feet thereof, previously conveyed to the Town of Haines, a municipal corporation, by deed from Landlord dated Nov. 7, 1949.

TO HAVE AND TO HOLD said lots, pieces or parcels of land unto the said Tenant from the first day of January, 1956, to and including the thirty-first day of December, 1956, and in consideration whereof the Tenant does hereby COVENANT AND AGREE to and with the said Landlord as follows:

(1) That she, the said Tenant, at her sole cost and expense shall and will during the period of this lease keep in good repair and maintain or cause to be maintained or repaired on the said premises hereby leased, the house or houses, building and/or structures now or hereafter erected on said premises and any additions thereto;

(2) That the Tenant shall and will keep the entire premises clean and in a sanitary condition, subject to inspection at least once each month or oftener by an authorized agent of the Landlord, the frequency of such inspection to be within the discretion of said agent;

(3) That the Tenant will not erect or construct any additions to the buildings or structures now upon said premises, nor will she erect or construct any additional buildings or structures, without prior consent of the Landlord;

(4) That the Tenant shall and will, at her own proper costs and charges, bear, pay and discharge all water rents, road taxes and all street or sidewalk and such duties, taxes, assessments and payments that shall during the term hereby granted be imposed or grow due or payable out of or for said demised premises by virtue of any present or future law of the United

States of America, the Territory of Alaska, the Commissioner's Precinct, the Town of Haines, or otherwise;

(5) The Tenant shall not, nor will she at any time hereafter during the term hereby granted, lease, let or demise either all or any part of said premises, nor assign, transfer, nor make over the same, nor any of her term, time or right therein, to any person or persons whomsoever, nor take into any house now standing upon said premises, or to be hereafter erected thereon, any person, or at all, nor upon said premises during said term, nor permit or allow to be taken into such house or upon said premises, a family other than her own immediate household. without the written consent of the Landlord given by or through its agent, the Missionary in charge of said Haines Mission, or other authorized representative of said Board for that purpose first had and obtained; anything herein contained to the contrary notwithstanding; and

(6) The Tenant shall not nor will she at any time during the term hereof permit or allow any gambling devices to be placed upon said premises hereby leased, or permit or allow gambling of any kind or character to be carried on thereon or therein, nor will she permit or allow intoxicating liquor or beverages of any kind to be taken upon or into said premises or to be used or to be sold, given away or disposed of, consumed with or without price thereon; nor will she permit or allow the said property or any part thereof to be used for any immoral purposes or for any purpose calculated to bring discredit upon or injury to the work of said Landlord, nor to impair the value of the surrounding property.

AND IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that the Tenant will surrender and deliver up to the Landlord the possession of said premises without fraud or delay at the termination of this lease, either by expiration of the period hereof or because of a breach of any of the covenants and agreements herein contained, except that the Tenant shall have the right, for thirty days after such termination to enter upon said premises for the sole purpose of removing, within said thirty days and at her own proper cost and expense, all houses, buildings or structures from the premises hereby leased, and if the same shall not be removed within the said thirty days, the same, together with all articles of personal property contained therein or on the premises, shall revert to and become and be the property of the Landlord as liquidated damages for breach of this lease.

This lease shall become null and void in the event of the total or partial destruction of the premises by fire, there being no responsibility on the part of the Landlord to repair or rebuild.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year in this instrument first above written.

Signed, sealed and delivered
in the presence of

/s/ Mary G. Chesnutt

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

By /s/ D. Allan Locke
D. Allan Locke, Treasurer

Landlord

/s/ Mrs. Jennie Warren
(Mrs.) Jennie Warren

Tenant

December 20, 1956

Re: Haines, Alaska

Burke Riley, Esq.
Attorney at Law
Haines, Alaska

Dear Mr. Riley:

We have in our files two leases, copies of which I enclose so that you may have full information. One lease is to Eli Phillips and the other to Mrs. Jennie Warren. I have no information as to a family named Cranston so that I assume that the Cranston family occupied the Warren house. I would be very happy to see this house razed providing it can be done without stirring up the Indians. What would it cost to have this done? I would suggest that you talk with Al. Frank and see what he thinks. Personally I feel the property is an eyesore and ought to be torn down. I hesitate to authorize its destruction, however, until we have Mr. Frank's opinion.

I have written Mr. Muncaster as per copy enclosed and I am quite in accord with the suggested procedure for using the plat as a reference in deeds of conveyance rather than a metes and bounds description in each case.

I am glad to note that the trailer has been moved.

I also acknowledge receipt of your letter of December 12, 1956, and take pleasure in enclosing a check to your order in full payment of your valued services to date. It looks to me as if we would be able to have the appraisal completed by late spring and then start operations.

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Dept.of Educational & Medical Work
Inc.

JAN 7 - 1957

December 31, 1956

Mr. Lucien H. Tribus
Legal Counsel
Board of National Missions
156 Fifth Avenue
New York 10, New York

Re: Leases
Haines, Alaska

Dear Mr. Tribus:

You are correct in assuming that the property that Mr. Burke Riley suggests be razed is the one leased to Mrs. Jennie Warren of Klukwan and recently occupied by the Cranston family. I talked to Mrs. Warren last December about this lease, and it was her hope at that time that her son would move the house from the Board's property to his. This, of course, has never been done. Mrs. Warren is one of the most intelligent and finest Christian natives in this area. She has two sons in the University of Chicago. I should very much dislike seeing this property razed, if that is the final decision, before someone has a chance to talk to her to see if she has given up the idea of moving the house. Both this and the Phillips' property are so sub-standard that there is no question but that the wise thing would be to give them notice that the houses must be moved within a certain period of time. There are bound to be be repercussions when this happens, but how much trouble would be precipitated is only a matter of conjecture.

Mr. Burke Riley is out of town at the present. I am enclosing a clipping regarding him which may be of interest to you. Thank you for your kind wishes.

Sincerely yours,

Allan H. Frank

cc: Miss Katharine E. Cladfelter

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Mr. Tribus - Legal Counsel
FROM Miss Irvine - Ed. & Med.
RE: Leases, Haines, Alaska

DATE January 7, 1957

We received a copy of Mr. Frank's letter of December 31 to you about the leases in Haines and presume that since Mr. Frank advises that there would be repercussions to having the buildings occuped by Mrs. Warren and the Phillips moved, we assume that you will delay action on this until spring at least and will perhaps be able to make arrangements personally when you visit there in the spring.

Helen E. Irvine

HEI:tc

yes I concur will delay matters! Have no wish to start Indian War. 1/8/57

RECEIVED
JAN 8 1957

3/15

Mr. Tribus - Legal Counsel
Miss Irvine - Ed. & Med.
Leases, Haines, Alaska

January 7, 1957

We received a copy of Mr. Frank's letter of December 31 to you about the leases in Haines and presume that since Mr. Frank advises that there would be repercussions to having the buildings occuped by Mrs. Warren and the Phillips moved, we assume that you will delay action on this until spring at least and will perhaps be able to make arrangements personally when you visit there in the spring.

1/10

Helen E. Irvine

Perhaps reply: Tribus would visit in Spring and Irvine.

HEI:tc

January 30, 1957

. Lucien H. Tribus
gal Counsel
ard of National Missions
Fifth Avenue
York 10, New York

ar Mr. Tribus:

your request I went to see Mrs. Jennie Warren, who has been leasing Lots
er 3 and 4, Block 4 from the Board of National Missions. Mrs. Warren is
living in Klukwan with her mother, and it was her intention to move the
during this past year to land on which her son was homesteading.

ur conversation today she wanted to tear down the building and move the
terials to Klukwan so that they could be used for a smoke house. She has no
e to do it for her and it would be a time consuming job. She went on to say
hat she had put lots of money in the place but had nothing to show for it.
I asked her if she would consider giving up her rights to it for $200.00 if the
Board would be willing to pay that much. She said she would. I also told her
that there have been complaints about the condition since the new school has
been built so close to that neighborhood, and that if the Board did buy it for
that price that we wouldn't feel that it was worth tearing down. I asked her
if there would be any adverse feelings to our burning it. She said that it
would be all right.

Personally I think your suggestion to buy it at that price is a good move, and
I am sure that there will be a much better feeling that way than to just terminate
the lease. Mrs. Warren is a grand person, highly respected, and I feel that
she could mitigate any feeling among the natives if such feeling arose.

I hope that I have carried out your instructions in a satisfactory manner. I
assured her that I had no authority but that I could convey this information to
the Board. If I can be of any further service, please feel free to write me.

Sincerely yours,

Allan H. Frank

cc: Miss Katharine E. Gladfelter

Encl. & Rec'd.

mailed 3/15/57

March 11, 1957

Re: [illegible], Alaska
(Bill of Sale from
Mrs. Jennie Warren)
(Drainage along Haines Highway before Bureau of Public Roads)

[illegible] Riley, Esq.
Attorney at Law
Haines, Alaska

Dear Mr. Riley:

Enclosed please find check to your order in the amount of $75.00 for services rendered in the matter of the purchase of the building occupied by Mrs. Jennie Warren and in the matter of your appearance before the Bureau of Public Roads.

I have not as yet received the Bill of Sale from Mrs. Jennie Warren, which I note has been delivered to Mr. Allan F. Frank for recording; nor have I sent Mr. Frank the $200 for Mrs. Warren. I am sending him a copy of this letter and I presume that he will request this sum from my office.

Sincerely yours,

L.W.T.

Lucien W. Tribus
Legal Counsel

LWT:T
cc: Mr. Allan F. Frank
Enc. Encl. & Rec'd.

mailed 3/15/57

March 11, 1957

RE: HAINES, ALASKA
(Bill of Sale from
Mrs. Jennie Warren)

Mr. Allan F. Frank, Superintendent
Haines House
Haines, Alaska

Dear Mr. Frank:

I enclose a copy of my letter dated March 11, 1957 addressed to Burke Riley, which is self explanatory. Please let me hear from you regarding the $200 for Mrs. Jennie Warren.

Sincerely yours,

L. F. T.

Lucien F. Tribus
Legal Counsel

LFT:D
Enc.
cc: Dept.of Educational & Medical Work

Warren Lease

March 18, 1957

MAR 22 19[illegible]

Mr. Lucien H. Tribus
Legal Counsel
Board of National Missions
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus:

Your letter regarding the Bill of Sale from Mrs. Jennie Warren arrived today. I am sorry that it has been necessary to hold up this paper until Mrs. Warren could get in from Klukwan. There is no notary public there and it was impossible for her to get in until this afternoon. The paper is now in Commissioner Ross Nevel's office and as soon as he has had the time to record it, he will call me. The legal process in Alaska moves much more slowly than it does in New York State.

I am uncertain as to whether you wanted us to pay her the $200.00 and bill your office for it or whether you would mail her a check directly or through our office. If you will advise me, I shall take care of it as you wish to have it done.

I understand that as soon as the Bill of Sale is recorded that you wish me to contact Mr. Houser, the Fire Chief here, and ask him to use the house for a demonstration razing.

Sincerely yours,

Allan H. Frank

cc: Miss Katharine E. Cladfelter

P. S. Perhaps you already know but the City is making testings for footings on the site covered under the Lease and Option for a Small Boat Harbor

A. H. F.

Ed. 4/Rec.

W

COPY

HAINES HOUSE

HAINES, ALASKA

Allan H. Frank, Executive

March 20, 1957

Mr. Lucien H. Tribus
Legal Counsel
Board of National Missions
156 Fifth Avenue
New York 10, N.Y.

Dear Mr. Tribus:

The Bill of Sale from Mrs. Jennie Warren has been recorded and I am enclosing it for your files. I am also enclosing a receipt for $4.50 which was paid from our funds for the acknowledgment and the recording fees.

Sincerely yours,

s/ ALLAN H. FRANK

Haines - Warren Property

April 4, 1957

Mr. Lucien H. Tribus
Legal Counsel
Board of National Missions
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus:

The copies of the two enclosures are self explanatory. There has been quite a bit of discussion about the condition of this property by people in the community.

I am sorry about the delay of razing the Warren property; however Mr. Strong, Mrs. Warren's son-in-law, plans to move the furniture out shortly. I asked them to take care of it at once as we wished to burn the building while the ground is still wet.

Sincerely yours,

Allan H. Frank

cc: Miss Katharine E. Gladfelter

April 5, 1957

Re: Haines House,
Haines, Alaska
(Ck.A-49017 - $200 to
Mrs. Jennie Warren)

Mr. Allan H. Frank, Executive
Haines House
Haines, Alaska

Dear Mr. Frank:

This acknowledges receipt of the Bill of Sale enclosed in your letter of March 20, 1957 covering Mrs. Jennie Warren's house. Attached is the Board's check #A-49017 in the amount of $200.00, purchase price of same. Will you please see that this check is delivered to Mrs. Warren.

With kind regards, I am

Sincerely yours,

Lucien H. Tribus
Legal Counsel

Per Treas
Chgd 570C-
Legal Adm.

LHT:D
Enc.
cc: Dept. of Educational & Medical Work
Burke Riley, Esq.

OCT 15 1957

DEPARTMENTAL CORRESPONDENCE
Department of Educational and Medical Work
Board of National Missions

TO: Miss Katharine E. Gladfelter DATE: October 10, 1957

FROM: William D. Wiley

STATION: Haines House, Haines, Alaska SUBJECT: Bill for Recording Title of Property Burned

There is a $4.50 item, dated March 20, 1957, marked Recording Title-Hend. Tribus. This apparently refers to property burned by us. We paid the bill, but apparently Mr. Frank felt that Mr. Tribus' division should pay for this item, and wrote him accordingly. On July 17, 1957, Mr. Lippincott wrote to Mr. Tribus requesting a decision. This item is still open, and to our knowledge nothing has been received from Mr. Tribus regarding the matter. Could you help us in getting a decision on this matter, so that we can clear our records of this item one way or another?

Yours very truly,

William D. Wiley

William D. Wiley, Director

WDW:ec

LEGAL COUNSEL--Mr. Lucien H. Tribus
Helen E. Irvine
Haines House, Haines, Alaska--Bill for Recording
Title of Property Burned

October 16, 1957

We have just received the following inquiry from Mr. William Wiley, director of Haines House:

> "There is a $4.50 item, dated March 20, 1957, marked Recording Title-Hend. Tribus. This apparently refers to property burned by us. We paid the bill, but apparently Mr. Frank felt that Mr. Tribus' division should pay for this item, and wrote him accordingly. On July 17, 1957, Mr. Lippincott wrote to Mr. Tribus requesting a decision. This item is still open, and to our knowledge nothing has been received from Mr. Tribus regarding the matter. Could you help us in getting a decision on this matter, so that we can clear our records of this item one way or another?"

Is this something that has been overlooked?

HEI:md

OCT 29 1957

October 28, 1957

RE: HAINES, ALASKA
(Mrs. Jennie Warren house - on
Lots 3 & 4, Block 4)

Mr. William D. Wiley, Superintendent
Haines House
Haines, Alaska

Dear Mr. Wiley:

Enclosed please find the Board's check No.B 6436 in the amount of $4.50 to reimburse you for the cost of the recording of the above captioned property, which house has since been burned. We are sorry for the delay in sending this off to you.

Sincerely yours,

L.H.T.

Lucien H. Tribus
Legal Counsel

D.
Enc.
cc: Miss Katharine E. Gladfelter